

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

LAURIE BOYER	)	
	)	
and	)	
	)	CASE NO: 4:11CV01173 HEA
PATRICIA SUSAN BOYER	)	
	)	
Plaintiffs,	)	
v.	)	
	)	
SCOTT BROTHERS INVESTMENT	)	
CORPORATION, <i>d/b/a Waterways</i>	)	
<i>Apartments of Lake St. Louis.</i>	)	
	)	
Defendant.	)	

**STATEMENT OF UNCONTROVERTED MATERIAL FACTS**

COMES NOW Defendant, by and through counsel, and pursuant to Rule 74.04 of the Missouri Rules of Civil Procedure, and for its Statement of Uncontroverted Material Facts, states as follows:

1. On January 3, 2011, Plaintiff Laurie Boyer signed a lease with Defendants to rent a two bedroom apartment.
2. Laurie Boyer also signed a Pet Addendum, listing three pets, all cats.
3. Laurie Boyer indicated verbally to the leasing agent that she had a service animal, a Pomeranian dog, which she wanted to keep at the apartment.
4. Defendant's leasing agent made a reasonable request for more information to verify that the animal was a service animal, and to evaluate the need for an accommodation.
5. Based on Plaintiffs' representation that the dog was a service animal, no pet fees or deposit was charged for the dog.

6. When the Defendant followed up with Plaintiffs regarding the dog, Plaintiffs failed, refused, or neglected to provide the requested information to their landlord.
7. Defendant never inquired into Plaintiff's disability or medical history.
8. Defendant never requested a medical file, but rather only a doctor's note or something similar to verify the need for a reasonable accommodation.
9. Plaintiffs provided no verification.
10. Plaintiffs then filed the present action.
11. Plaintiffs have since had the opportunity to have their claims related to pet rent heard in the Circuit Court of St. Charles, County, Associate Division, in front of the Honorable Judge Thornhill. The Court, in Cause No. 1211-AC00396, decided against Laurie Boyer and in favor of Defendant with regards the Boyers' claims for pet rent refunds.
12. Similarly, Plaintiffs' claims for Breach of Contract was decided in Cause No. 1211-AC00396. The Court ruled against the Boyers and for Defendant, awarding Defendant unpaid rent and attorneys' fees totaling \$510.00.
13. Plaintiff Patricia Boyer is not disabled, and therefore cannot make a claim for disability discrimination.

Respectfully submitted,  
KRUSE, REINKER, & HAMILTON, L.L.C.

/s/Curtis J. Niewald  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing entry of Appearance was served by prepaid U.S. Mail on all parties of record in this cause, on this 20<sup>th</sup> day of July, 2012.

/S/Curtis J. Niewald

County of St. Louis )  
State of Missouri )

I, Barb Flores, being duly sworn upon my oath, having read the foregoing, do state that the information contained therein is true to the best of my knowledge, information, and belief.

(Signature)

Property Mgr.  
(Title)

Subscribed and sworn to before me this 20 day of July, 2012.

My commission expires:

Benny Schaefer  
Notary Public



BECKY SCHEPKER  
My Commission Expires  
October 8, 2014  
St. Louis City  
Commission #10393548